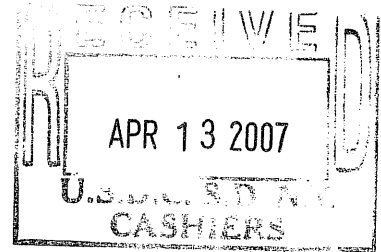


07 CV 2948

BADIAK & WILL, LLP
Attorneys for Plaintiff
FIREMAN'S FUND INSURANCE CO.
106 Third Street
Mineola, New York 11501-4404
(516) 877-2225
Our Ref.: 07-H-154-RB



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
FIREMAN'S FUND INSURANCE CO.,
as subrogee of Bricking Solutions,

07 CV

Plaintiff,

COMPLAINT

-against-

M/V "HANJIN DALLAS", her engines, boilers,
Etc., and TRANSOPTIMA FREIGHT &
LOGISTICS, INC.,

Defendant.
-----X

Plaintiff, FIREMAN'S FUND INSURANCE CO., as subrogee of BRICKING SOLUTIONS, by its attorneys BADIAK & WILL, LLP, complains of the defendant upon information and belief as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.
2. Plaintiff, FIREMAN'S FUND INSURANCE CO., was and still is a stock insurance company, authorized to do business in the state of New York, with an office and place of business located at 1 Chase Manhattan Plaza, New York, New York 10081.
3. Defendant, TRANSOPTIMA FREIGHT & LOGISTICS, INC., was and still is a corporation duly organized and existing under and by virtue of the laws of one of

the United States of America with an office and place of business at 7307 N.W. 120th Street, Kirkland, WA 98034.

4. At and during the times hereinafter mentioned, defendant was and still is engaged in the business as common carrier of merchandise by water for hire and owned, operated, managed, chartered and/or otherwise controlled the vessel M/V "HANJIN DALLAS" and was bailee of cargo.

5. Plaintiff is the insurer of cargo who was obligated under its policies of insurance to pay, and did make payments to its assured, for loss and damage to the shipments and would be, or otherwise become, subrogated to the rights of its assured against third parties, including the defendant, for the loss and damage sustained and who is now entitled to maintain this action.

6. All conditions precedent required of plaintiff and its predecessors in interest have been performed.

7. That on or about March 21, 2006, at the port of Seattle, there was shipped bricking machinery on board the defendant's vessel "HANJIN DALLAS."

8. Said shipment was delivered to defendant and the aforementioned vessel, as common carriers, then being in good order and condition, and defendant accepted said shipment so shipped and delivered to them and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry said shipment to Guangzhou, China and there deliver same in like good order and condition as when shipped.

9. Said vessel arrived at Guangzhou where defendant failed to make delivery of said shipment in the same good order as when shipped but damage and depreciated in

value in violation of defendant's and said vessel's obligations and duties as common carriers of merchandise by water for hire and bailees of cargo.

10. By reason of said premises, plaintiff has sustained damages in the amount of \$25,000.00, no part of which has been paid although duly demanded of defendant.

WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue according to the practice of this Court.

2. That if defendant cannot be found within this District, that all its property within this District, as shall be described in an addendum hereto, be attached in the amount set forth in this Complaint.

3. That process in due form of law according to the practice of this Court in causes of admiralty and maritime claims may issue against the aforesaid vessel.

4. That judgment be entered in favor of plaintiff against the defendant for the amount of plaintiff's damages, together with interest and costs.

DATED: MINEOLA, NEW YORK
April 12, 2007

Yours, etc.,

BADIAK & WILL, LLP
Attorneys for Plaintiff
FIREMAN'S FUND INSURANCE
CO.

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Mineola, New York 11501-4404
(516) 877-2225
Our Ref.: 07-H-154-RB

By: _____



ROMAN BADIAK (RB-1130)